

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

16503-2

OCT 19 1993 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

0100021029

October 18, 1993

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Re: The Empire District Electric Company
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find an executed original plus two conformed copies of the document described below.

This document is the twenty-first supplement to a mortgage, is a secondary document and is dated as of October 1, 1993.

The primary document to which this document is related bears recordation number 16503.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois; Mercantile Bank of Joplin National Association, Joplin, Missouri

CDunlap
Documents - Bureau Bureau
RECEIVED
OFFICE OF THE
SECRETARY
OCT 19 10 42 AM '93
LICENSING BRANCH

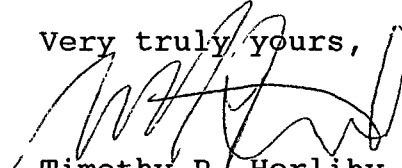
Included in the property covered by this document are railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Twenty-First supplement, dated as of October 1, 1993, to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois and Mercantile Bank of Joplin National Association, Joplin, Missouri, as trustees, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$16.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3164.

Kindly acknowledge receipt of this filing on the enclosed copy of this letter and return it to the messenger.

Very truly yours,



Timothy P. Herlihy

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

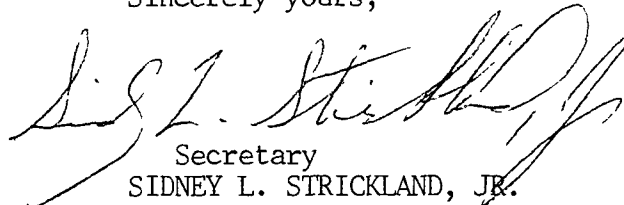
10/19/93

Timothy P. Herlihy
Cahill Gordon & Reindel
Eighty Pine Street
New York, New York 10065

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **10/19/93** at **10:45AM**, and assigned
recording number(s). **16503-U.**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

16503-24
OCT 19 1993 - 10 45 AM
INTERSTATE COMMERCE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY
TO
HARRIS TRUST AND SAVINGS BANK
AND
MERCANTILE BANK OF JOPLIN NATIONAL ASSOCIATION
Trustees

Twenty-First Supplemental Indenture
Dated as of October 1, 1993

(Supplemental to Indenture dated as of September 1, 1944)

\$45,000,000

First Mortgage Bonds, 7% Series due 2023

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TWENTY-FIRST SUPPLEMENTAL INDENTURE, dated as of October 1, 1993, between The Empire District Electric Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and Harris Trust and Savings Bank, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at 111 West Monroe Street, in the City of Chicago, Illinois, and Mercantile Bank of Joplin National Association (successor to The Joplin National Bank and Trust Company), a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure an issue of First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company has heretofore executed and delivered to the Trustees twenty Supplemental Indentures supplemental to the Original Indenture as follows:

| <u>Title</u> | <u>Dated</u> |
|--|------------------------|
| First Supplemental Indenture..... | as of June 1, 1946 |
| Second Supplemental Indenture | as of January 1, 1948 |
| Third Supplemental Indenture | as of December 1, 1950 |
| Fourth Supplemental Indenture | as of December 1, 1954 |
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| Sixth Supplemental Indenture | as of February 1, 1968 |
| Seventh Supplemental Indenture | as of April 1, 1969 |
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| <u>Title</u> | <u>Dated</u> |
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| Sixteenth Supplemental Indenture | as of November 1, 1989 |
| Seventeenth Supplemental Indenture | as of December 1, 1990 |
| Eighteenth Supplemental Indenture | as of July 1, 1992 |
| Nineteenth Supplemental Indenture | as of May 1, 1993 |
| Twentieth Supplemental Indenture | as of June 1, 1993 |

some for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Twenty-First Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Article 15* of the Original Indenture as provided in Article VI hereof; and

WHEREAS the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Section 4.10* of the Original Indenture as provided in Article VII hereof; and

WHEREAS as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature October 1, 2023, and to be designated as "First Mortgage Bonds, 7% Series due 2023," and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Twenty-First Supplemental Indenture (herein sometimes referred to as "this Twenty-First Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS the texts of the First Mortgage Bonds, 7% Series due 2023, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]

[FACE]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

7% SERIES DUE 2023

DUE OCTOBER 1, 2023

No.

\$.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to or registered assigns, on October 1, 2023 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof),

Dollars (\$) at its office or agency in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from October 1, 1993, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semi-annually on April 1 and October 1 in each year, commencing on April 1, 1994, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The interest so payable on any April 1 or October 1 will, subject to certain exceptions provided in the Twenty-First Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the March 15 or September 15 next preceding such April 1 or October 1.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor, as a Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by the facsimile signature of its President or a Vice President, and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

THE EMPIRE DISTRICT ELECTRIC
COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF BOND]
[REVERSE]

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now Mercantile Bank of Joplin National Association), as Trustees (hereinafter called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture, a Fourteenth Supplemental Indenture and a Twenty-First Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983, and October 1, 1993) made by the Company to the Trustees (said indenture of mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the

"Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by, and as provided in, the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture, or in the event that one or more but less than all of the series of bonds then outstanding are affected by such change or modification, by the holders of 75% in aggregate principal amount of the outstanding bonds of such one or more series so affected. The Company has reserved the right to amend the Indenture without any consent or other action by the holders of any series of bonds created after July 1, 1977, including the bonds of this series, to provide that the rights and obligations of the Company and of the holders of the bonds may be changed or modified with the consent of the holders of at least 60% in aggregate principal amount of the bonds then outstanding or, in the event that one or more but less than all of the series of bonds then outstanding under the Indenture are affected by such change or modification, by the holders of 60% in aggregate principal amount of the outstanding bonds of such one or more series so affected. Without the consent of the holder hereof no change or modification of the rights and obligations of the Company and of the holders of the bonds shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or will otherwise modify the terms of payment of such principal or interest (other than changes in any sinking or other fund) or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of such bondholder's bonds, subject to certain exceptions, or will, except as provided above, reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 7% Series due 2023, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than 30 nor more than 60 days' prior notice, all as more fully provided in the Indenture, at the option of the Company, at any time on and after October 1, 2003, as a whole or from time to time in part, at the principal amount thereof, with accrued interest to the date fixed for redemption and the applicable premium (expressed as a percentage of the principal amount) set forth in the table below for the twelve-month period beginning October 1 in the appropriate year under the heading "Redemption Premium":

| <u>Year</u> | <u>Redemption Premium</u> | <u>Year</u> | <u>Redemption Premium</u> |
|-------------|-------------------------------|-------------|-------------------------------|
| 2003 | 103.260% | 2008 | 101.630% |
| 2004 | 102.934 | 2009 | 101.304 |
| 2005 | 102.608 | 2010 | 100.978 |
| 2006 | 102.282 | 2011 | 100.652 |
| 2007 | 101.956 | 2012 | 100.326 |

; and without premium if redeemed on or after October 1, 2013.

If this bond shall be called for redemption in whole or in part, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. If this bond is transferred or exchanged between a record date, as defined in the aforementioned Twenty-First Supplemental Indenture, dated as of October 1, 1993 and the interest payment date in respect thereof, the new bond or bonds will bear interest from such interest payment date unless the interest payable on such date is not duly paid or provided for on such date. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or in-

strumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By.....
Authorized Officer

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 7% Series due 2023, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the aforementioned twenty Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS TWENTY-FIRST SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Harris Trust and Savings Bank and Mercantile Bank of Joplin National Association, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

PLANT PROPERTIES
JASPER COUNTY, MISSOURI

1. *Land for construction of gas turbine unit:*

A tract of land in the West Half of Section 14, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows:

Commencing at an iron pin set at the Northwest Corner of Section 14, Township 27 North, Range 34 West, Jasper County, Missouri; thence South 01°56'10" East, 1200.00 feet along the West line of Section 14 to a set 5/8 inch iron pin; thence North 89°13'46" East, 1525.00 feet to a set 5/8 inch iron pin; thence North 209.86 feet to the South right-of-way line of the Burlington Northern Railroad; thence South 52°56'12" East, 312.12 feet along said right-of-way to a set 5/8 inch iron pin; thence continuing along said right-of-way 234.81 feet on a curve to the left with a central angle of 04°36'56", a radius of 2914.79 feet and a long chord distance of 234.75 feet on a bearing of South 56°13'54" East to a 5/8 inch iron pin set on the North/South Half section line; thence South 1658.97 feet along said half section line to a found 1/2 inch iron pin; thence South 89°13'46" West, 1444.63 feet to a set 5/8 inch iron pin; thence North 01°56'10" West, 375.80 feet to a set 5/8 inch iron pin; thence South 89°13'46" West, 464.65 feet to a 5/8 inch iron pin set on the West line of Section 14; thence North 01°56'10" West, 1398.08 feet along the West line of Section 14 to the point of beginning, containing 75.38 acres more or less including a portion for public road use, subject to easements, restrictions and reservations of record. Bearings based on an assumed bearing of North/South on the North/South half section line.

MISCELLANEOUS PROPERTIES
JASPER COUNTY, MISSOURI

1. *Land for future use:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of the South half of the Northeast Quarter of Section 21, Township 28, Range 29, in Jasper County, Missouri. Except any part taken or deeded for road purposes.

ALSO all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of §8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the es-

tate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture.

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold the bonds and the coupons appertaining thereto, or any of them, issued or to be issued under the Indenture, as follows:

ARTICLE I

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 7% SERIES DUE 2023

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 7% Series due 2023 (hereinafter sometimes called the "Bonds of the New Series" or "Bonds"). The Bonds of the New Series shall be limited to an aggregate principal amount of Forty-Five Million Dollars (\$45,000,000), excluding any Bonds of the New Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the New Series pursuant to the provisions of *Article 2* or of §15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond shall be dated

as of the date of its authentication and all Bonds of the New Series shall mature October 1, 2023 and shall bear interest at the rate of 7% per annum, payable semi-annually on April 1 and October 1 in each year, commencing April 1, 1994; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered on a date fixed by the Company, which shall be not more than 15 and not less than 10 days before the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the close of business on the March 15 or September 15, as the case may be, next preceding such interest payment date, whether or not such March 15 or September 15 shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois are authorized by law to remain closed.

The Bonds of the New Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the New Series shall be registrable and interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in §2.05 of the Original Indenture, upon payment of such an amount as shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental charge incident thereto.

Notwithstanding the provisions of §2.08 of the Original Indenture, no service or other charge will be made for any exchange or transfer of any Bond of the New Series.

SECTION 2. The Bonds of the New Series described in Section 1 of this Article, in the aggregate principal amount of Forty-Five Million Dollars (\$45,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, all or any portion of the Bonds of the New Series may, from time to time, be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II

REDEMPTION OF BONDS OF THE NEW SERIES

SECTION 1. The Bonds of the New Series, in the manner provided in *Article 5* of the Original Indenture, shall be redeemable at any time on or after October 1, 2003, and prior to maturity, in whole or in part, at the option of the Company, at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with any applicable premium as specified under the heading "Redemption Premium" in the form of Bond set forth in this Supplemental Indenture. The Bonds of the New Series shall not be redeemable through the operation of any sinking fund.

SECTION 2. The provisions of §5.03, §5.04 and §5.05 of the Original Indenture shall be applicable to Bonds of the New Series. The principal amount of Bonds of the New Series registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof.

SECTION 3. The holder of each and every Bond of the New Series issued hereunder hereby, and by accepting the Bond, agrees to accept payment thereof prior to maturity on the terms and conditions provided for in this Article II.

ARTICLE III

NO SINKING AND IMPROVEMENT FUND FOR BONDS
OF THE NEW SERIES

There shall be no Sinking and Improvement Fund for the Bonds of the New Series.

ARTICLE IV

DIVIDENDS AND SIMILAR DISTRIBUTIONS AND OTHER COVENANTS

The Company hereby covenants that, so long as any of the Bonds of the New Series shall remain outstanding, the covenants and agreements of the Company set forth in §4.10 and §4.11 of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly observed and complied with by the Company, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

ARTICLE V

THE TRUSTEES

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof and agree to perform such trusts upon the terms and conditions set forth in the Original Indenture as heretofore supplemented

and in this Supplemental Indenture set forth. In general, each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI

RESERVATION BY COMPANY OF RIGHT TO AMEND ARTICLE 15 OF ORIGINAL INDENTURE

The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of any series created after July 1, 1977, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Article 15* thereof so as to substitute "sixty per centum (60%)" for "seventy-five per centum (75%)" wherever appearing in said *Article 15*.

ARTICLE VII

RESERVATION BY COMPANY OF RIGHT TO AMEND SECTION 4.10 OF ORIGINAL INDENTURE

The Company reserves the right, subject to appropriate corporate action, but without consent or other action by holders of bonds of any Series created after November 1, 1978, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Section 4.10* thereof so as to eliminate or change the Maintenance and Replacement Fund, the Standard of Expenditure, the credits taken therefrom, the payments to the trust as such a fund, the certificate of the Company and any other provisions or requirements of said *Section 4.10* or any part thereof, or to substitute any other fund, standard, credits, payments, certificate, provisions or requirements therefor.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 1. If the date for making any payment of principal or interest, or the last date for performance of any act or the exercising of any right, as provided in this Supplemental Indenture, shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

SECTION 2. The Original Indenture as heretofore and hereby supplemented and amended is in all respects ratified and confirmed; and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture as heretofore supplemented on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All terms defined in *Article 1* of the Original Indenture, as heretofore supplemented, for all purposes of this Supplemental Indenture, shall have the meanings therein specified, unless the context otherwise requires.

SECTION 3. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 4. Nothing in this Supplemental Indenture contained, shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustees any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and Mercantile Bank of Joplin National Association, parties of the second part, have each caused its corporate name to be hereunto affixed, and this instrument to be signed by its President and Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC
COMPANY

By V.E. Brill
Name: V.E. Brill
Title: Vice President-Finance

[Corporate Seal]

Attest:

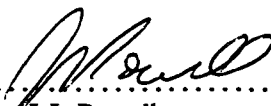
G.C. Hunter
Name: G.C. Hunter
Title: Secretary-Treasurer

Signed, sealed and delivered by
THE EMPIRE DISTRICT ELECTRIC
COMPANY in the presence of:

D.W. Gibson
Name: D.W. Gibson

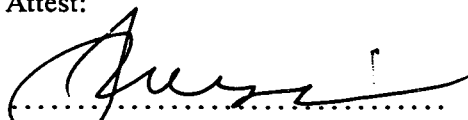
G.A. Knapp
Name: G.A. Knapp

HARRIS TRUST AND SAVINGS BANK,
as Trustee,


By 
.....
Name: J.J. Powell
Title: Vice President


[Corporate Seal]

Attest:


.....
Name: F.A. Pierson
Title: Assistant Secretary

Signed, sealed and delivered by
HARRIS TRUST AND SAVINGS
BANK in the presence of:


.....
Name: J. Bartolini


.....
Name: R. Johnson

MERCANTILE BANK OF JOPLIN
NATIONAL ASSOCIATION,

as Trustee,

By *Douglas Hauser*
Name: Douglas Hauser
Title: Vice President

[Corporate Seal]

Attest:

C. E. Jardon
Name: C.E. Jardon
Title: ~~Assistant~~ Secretary

Signed, sealed and delivered by
MERCANTILE BANK OF JOPLIN
NATIONAL ASSOCIATION in-
the presence of:

D.W. Gibson
Name: D.W. Gibson

G.A. Knapp
Name: G.A. Knapp

STATE OF MISSOURI }
COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 14th day of October, 1993, before me, a Notary Public in and for the County and State afore-said, personally appeared V.E. Brill, the Vice President—Finance of The Empire District Electric Company, a Kansas corporation, and G.C. Hunter, the Secretary—Treasurer of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President—Finance and Secretary—Treasurer, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its Vice President—Finance and Secretary—Treasurer, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said V.E. Brill and G.C. Hunter, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri and Webb City, Missouri, respectively; that they were at that time Vice President—Finance and Secretary-Treasurer, of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary—Treasurer, and the said instrument was signed by said Vice President—Finance, in pursuance of the power and authority granted them by the By-Laws of said corporation, and by authority of the Board of Directors thereof.

In Testimony Whereof, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires February 3, 1994.

[Notary Seal]

Linda S. Johnson

Linda S. Johnson
Notary Public

LINDA S JOHNSON
NOTARY PUBLIC STATE OF MISSOURI
JASPER COUNTY
MY COMMISSION EXP FEB 3, 1994

STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

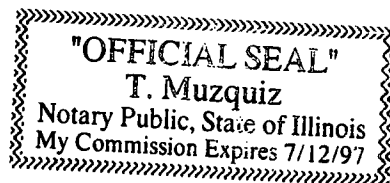
BE IT REMEMBERED, and I do hereby certify, that on the 12th day of October, 1993, before me, a Notary Public in and for the County and State aforesaid, personally appeared J.J. Powell, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and F.A. Pierson, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J.J. Powell and F.A. Pierson, being each duly sworn by me, severally deposed and said: that they reside in Chicago, Illinois, that they were at that time respectively Vice President and Assistant Secretary, of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the By-Laws of said corporation, and by authority of the Board of Directors thereof.

In Testimony Whereof, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires July 12, 1997.

[Notary Seal]



.....
T. Muzquiz
Notary Public

STATE OF MISSOURI }
COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 14th day of October, 1993, before me, a Notary Public in and for the County and State afore-said, personally appeared Douglas Hauser, Vice President of Mercantile Bank of Joplin National Association, a corporation organized under the laws of the United States of America, and C.E. Jardon, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Mercantile Bank of Joplin National Association, one of the makers thereof, to the foregoing instrument as its Vice President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said Douglas Hauser and C.E. Jardon, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at the time respectively Vice President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the By-Laws of said corporation, and by authority of the Board of Directors thereof.

In Testimony Whereof, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires March 10, 1997.

[Notary Seal]

Andrena W. Roark

Andrena W. Roark
Notary Public

Andrena W. Roark, Notary Public
State of Missouri, County of Jasper
My Commission Expires March 10, 1997